



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: Carting of Voting Machines

CONTRACT #: 208-11

CONTRACT DATES: 3/1/11-2/28/15

BUYER: WALTER B. LARAUS
PHONE: 585/753-1121
FAX: 585/753-1104

VENDOR(S): Atlas Van Lines
20 Thruway Park Dr.
W. Henrietta, NY 14586

Ph: 585-334-0770
Fax: 585-334-5756

TERMS AND CONDITIONS

<u>BID ITEM:</u>	CARTING OF VOTING MACHINES
<u>FOR:</u>	Monroe County Board of Elections
<u>DEPARTMENT CONTACT:</u>	Noelle Burley, (585) 753-1546
<u>DUPLICATE COPIES:</u>	<u>PLEASE SUBMIT YOUR BID IN DUPLICATE: THE ORIGINAL AND ONE (1) COPY.</u>
<u>BID INFORMATION:</u>	At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.
<u>SUBMITTAL OF FORMAL PROPOSAL:</u>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.</p> <p>All bidders must submit proof that they have obtained the required Workers' Compensation and disability benefits coverage or proof that they are exempt.</p>
<u>SPECIFICATION ALTERATIONS:</u>	Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. Only formal written addenda can materially alter this set of specifications. No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
<u>QUANTITIES:</u>	The quantities listed are the estimated <u>annual</u> requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. <u>Estimates are based upon actual annual usage for 2010 by County departments only.</u>
<u>BRAND REFERENCE:</u>	References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.
<u>QUALIFIED BIDDER:</u>	Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform. Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

**METHOD OF
AWARD:**

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL. Bidder must bid on all items in order to be considered. The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **February 28, 2012**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **two (2) weeks** after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**PURCHASE ORDER
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district located in New York State. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

MONROE COUNTY BOARD OF ELECTIONS

SPECIFICATIONS FOR

CARTING OF VOTING EQUIPMENT

2011

INTENT OF BID PROJECT:

It is the intent of the bid project to contract through public bidding, all labor, equipment and supervision necessary to deliver and pick-up voting equipment (Image Cast Optical Scan Voting Machines and Privacy Stanchions) to and from various voting locations within the City of Rochester and the towns in the County of Monroe, as required by the Monroe County Board of Elections.

GENERAL DESCRIPTION:

Voting in Monroe County is conducted through the use of Image Cast Optical Scan Voting Machines and the Privacy Stanchions. The County owned machines are stored at the Monroe County Board of Elections Training & Service Center, 2595 Brighton-Henrietta Town Line Road, Rochester, NY 14623 and must be delivered and set up at various City and Town polling locations, between 8:00 am Monday and 5:00 pm Wednesday of the week preceding Election Day. Special accommodations will be needed for approximately 20-25 Image Cast Optical Scan Voting Machines and Privacy Stanchions to be delivered the Monday preceding the election. Image Cast Optical Scan Voting Machines and Privacy Stanchions must be returned to the Training & Service Center by 6:00 pm of the Thursday following Election Day. The schedule for the Primary Election is dependent on whether the NYS Legislature sets the Primary on a Tuesday or a Thursday. This contract will also include Special Elections, if any, that are called for throughout the year.

Also included as part of the contract, is the pick up of Official Monroe County Board of Elections Blue Ballot Bags on Election Night.

DESCRIPTION OF SERVICE:

Voting Equipment

Delivery of voting equipment shall consist of picking up Image Cast Optical Scan Voting Machines and Privacy Stanchions at the Monroe County Board of Elections Training & Service Center, 2595 Brighton-Henrietta Town Line Rd., Rochester, New York and delivering same to specified polling locations. The voting equipment must be set up in place as directed on each voting equipment tag. Pick-up shall consist of packing up the Privacy Stanchions and returning all voting equipment to the delivery dock, Monroe County Board of Elections Training & Service Center, from the polling locations.

Official Monroe County Board of Elections Blue Ballot Bags

The vendor would also be responsible for providing up to 20 (twenty) trucks with a driver on Election night. All trucks and crews must report in and out for verification of work time, at the Board of Elections Training & Service Center, unless otherwise instructed by the Board of Elections. Each driver is responsible for collecting Official Monroe County Board of Election Blue Ballot Bags on Election Night from the various town halls and city polling sites. For each Election the quantity and pick up locations will be given to the driver. When all of the Ballot Bags are collected they are to be returned to the Monroe County Board of Elections Training & Service Center, 2595 Brighton-Henrietta Town Line Rd., Rochester, New York. The size of the Blue Ballot Bags is 18.5" W X 18.5" L X 21"H. They have a handle, and they are on wheels. The Blue Ballot Bags are available for visual inspection at 2595 Brighton-Henrietta TL. Road.

From time to time the drivers may be required to obtain signatures upon delivery or pickup of equipment and/or bags.

ESTIMATED DELIVERIES AND PICK-UPS:

It is estimated that approximately 850 Image Cast Optical Scan Voting Machines and 750 Privacy Stanchions or less will require delivery and pick-up service to and from polling locations in all twenty (20) towns and various City of Rochester sites for each election held. There are approximately 260 polling sites in the towns and 125 sites in the City of Rochester used in a General Election. Primary and Special Election amounts vary. These figures are estimated only, based on previous election requirements and must not be construed to represent minimum or maximum requirements for this contract.

PICK-UP TIME PERIOD:

Image Cast Optical Scan Voting Machines and Privacy Stanchions can only be picked up Starting at 8:00 am the morning after the election for return to the Board of Elections Training & Service Center during the specified time periods:

8:00 am to 6:00 pm on Wednesday

8:00 am to 6:00 pm on Thursday

All Equipment must be returned by 6:00 pm Thursday. All times are final, unless otherwise directed by the Board of Elections.

TRUCK AND EQUIPMENT:

All trucks must be covered box type units with van bodies capable of accommodating a minimum of twenty (20) Image Cast Optical Scan Voting Machines and forty (40) Privacy Stanchions. The truck bodies must be equipped with lift type hydraulic tailgate platforms or ground to tailgate ramps. All trucks must have Air Ride suspension. In addition, each truck must have the following equipment or equal to insure proper protection for the Image Cast Optical Scan Voting Machines and Privacy Stanchions:

1. Protective pads
2. Ropes or straps to secure pads and machines
3. Shoring blocks or other devices to prevent load shift
4. Slides or skid units to enable delivery or pick-up service to voting locations requiring the use of stairs

TRUCK REQUIREMENTS:

On request, the contractor will be required to furnish between ten (10) to twenty (20) Air Ride suspension trucks, complete with crews and equipment necessary for delivery and pick-up for each day.

TRUCK CREWS:

Each truck on a town route or on a city route delivering Image Cast Optical Scan Voting Machines and Privacy Stanchions is to be furnished with a work crew consisting of one (1) driver and one (1) helper.

ELECTION DAYS:

Special Elections - if mandated

Fall Primary - September, 2011

General Election Day - November, 2011

TIME VERIFICATION:

All trucks and crews must report in and out for verification of work time, at the Board of Elections Training & Service Center, unless otherwise instructed by the Board of Elections.

REPORTING LOCATION:

All work time is to commence and end at the Board of Elections Training & Service Center unless otherwise directed by the Board of Elections.

REQUEST NOTICE:

A minimum notice of ten (10) days will be given to the contractor for truck requests.

CANCELLATION TERMS:

The County reserves the right to cancel all or part of any truck requests by notice of not less than three (3) days to the contractor, without penalty. The County would reimburse contractor for any proven costs associated with a cancellation of less than 3 days' notice.

PERFORMANCE ABILITY:

The successful bidder must, on request, furnish evidence of their ability to perform the contract and furnish references of a job of equal or greater in size to the satisfaction of the Director of Purchasing. In all cases, the decision of the Director of Purchasing will be final.

CONTRACT ASSIGNMENTS:

Time is of the essence for the performance of the contract and no relief can be granted from the time schedule specified. The successful bidder will not be permitted to assign or sub-contract portions of the project without prior written consent of the County. The contractor will be held solely liable for specific performance of the entire contract.

CONTRACTOR'S LIABILITY:

Such contractor's liability and protective liability insurance shall specifically include 100% coverage for all repair costs associated with all voting equipment including Privacy Stanchions damaged in transit or when being set up and picked up at the polling locations. If voting machines cannot be repaired, contractor's insurance shall provide for full value replacement. The cost of the Ballot Marking devices is \$13,000.00 each and the Privacy Stanchions is \$800.00 each. Additionally, the contractor agrees to defend and indemnify the County for any and all loss, claims or damage arising out of contractor's performance of the contract.

BASIS OF BIDDING:

Group 1

The County of Monroe will accept bids on a set consisting of one (1) Image Cast Optical Scan Voting Machines and two (2) Privacy Stanchions based on round trip, per set.

Group 2

The second part of the contract is for the price of one (1) truck and driver for four (4) hours on Election Night.

UNIT PRICE SHEET

Voting Machine Set	\$60.00/round trip
Ballot Bag Pick-Up	\$150.00/each

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title:

Contract Number:

Vendor:

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name:

Title:

Agency:

Telephone: _____ **Fax:**

E-mail:

Please submit this survey to Monroe County Purchasing.